L E A S E

THIS LEASE is made and executed on July 1 88 July 5, 1983, _____, by and between THE UNITY Community HALL RECREATION DISTRICT, a special district formed under the laws of the State of Oregon, herein referred to as Lessor, and the CITY OF UNITY, a municipal corporation of the State of Oregon, herein referred to as Lessee.

Section 1. Lessor leases to Lessee the real property in the City of Unity, County of Baker, State of Oregon, described in Exhibit A, which is attached hereto and made a part hereof by reference, to have and to hold for a term of ninety-nine years commencing on the date hereof, subject, however, to Lessee's right to surrender this lease as provided in Section 9 hereof.

Section 2. Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee) rent for the demised premises as follows:

a) First Rental Period: For the period ending five years from the date hereof, the sum of (see addendum) dollars per year.

b) Rental for Subsequent Portion of the Lease: For the next five years of the term of this lease and for each five year term thereafter throughout the term of this lease, there shall be paid a net annual rental to be negotiated by the parties prior to the commencement of said five year period. Such rent shall be paid in annual installments on or before July 15th of each year.

7-1-83

c) In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency, any assessments whether general or special, of every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, or any building or improvements on the demised premises, or any against the leasehold of Lessee during the term of this lease.

Section 3. Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this lease and that Lessee shall have quiet and peaceful possession of the demised premises during the term hereof.

Section 4. The demised premises may be used by Lessee for any lawful purpose whatsoever.

Section 5. All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the demised premises during the term hereof shall be paid for by Lessee.

Section 6. Lessee shall keep the state of demised premises free and clear from all mechanics and materialmen's and other liens for worker labor done, services performed, materials, or appliances used or furnished or to be used in or about the premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the demised premises.

Section 7. Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at

7-1-83

any time be using or occupying or visiting the demised premises, or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or neglience or Lessee or of any occupant, sub-tenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether the same kind as or of a different kind than the matters or things set forth above, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

Section 8. If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such defaults continue for a period of 60 days after written notice from Lessor setting forth the nature of Lessee's default, then, and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this lease and all rights of Lessee hereunder shall thereupon cease. Lessor shall, without further notice to Lessee, have the right to immediately enter the demised premises and take possession thereof with or without process of law and to remove all personal property of the premises and all persons occupying the premises.

Section 9. Lessee shall have the right, by notice to Lessor given at least 30 days prior to any anniversary date hereof, to terminate this lease and surrender its leasehold interest hereunder to Lessor, effective on such anniversary date. On such effective date, Lessee shall be relieved from all further liability hereunder and shall deliver possession of the demised premises to Lessor.

7-1-83

Section 10. Time is of the essence of this lease and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this lease at Unity, Oregon, the day and year first above written.

UNITY HALL RECREATION DISTRICT

BY: Joseph C. Campbell

CITY OF UNITY

BY: Larry Dean Stratton

ATTEST:

Irene Bradford
City Recorder

7-1-83

Exhibit A

Caap 30 ft. due N and 150 ft. W of the SE cor of the NW ¼ of Sec. 16, T13s R 37E WM;
th due N 270 ft;
th due W 150 ft;
th due S 270 ft;
th due E 150 ft to the pob.

7-1-83

file copy

L E A S E

THIS LEASE is made and executed on July 1, 1988, by and between THE UNITY COMMUNITY HALL RECREATION DISTRICT, a special district formed under the laws of the State of Oregon, herein referred to as Lessor, and the CITY OF UNITY, a municipal corporation of the State of Oregon, herein referred to as Lessee.

Section 1. Lessor leases to Lessee the real property in the City of Unity, County of Baker, State of Oregon, described in Exhibit A, which is attached hereto and made a part hereof by reference, to have and hold for a term of ninety-nine years commencing on the date hereof, subject, however, to Lessee's right to surrender this lease as provided in Section 9 hereof.

Section 2. Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee) rent for the demised premises as follows:

a) First Rental Period: For the period ending five years from the date hereof, the sum of (SEE ADDENDUM) dollars per year.

b) Rental for Subsequent Portion of the Lease: For the next five years of the term of this lease and for each five year term thereafter throughout the term of this lease, there shall be paid a net annual rental to be negotiated by the parties prior to the commencement of said five year period. Such rent shall be paid in annual installments on or before July 15th of each year.

c) In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency, any assessments whether general or special, of every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, or any building or improvements on the demised premises, or any against the leasehold of Lessee during the term of this lease.

Section 3. Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this lease and Lessee shall have quiet and peaceful possession of the demised premises during the term hereof.

Section 4. The demised premises may be used by Lessee for any lawful purpose whatsoever.

Section 5. All water, gas, electricity, telephone, telegraph, and other public utility services used on or furnished to the demised premises during the term hereof shall be paid for by Lessee.

Section 6. Lessee shall keep the state of demised premises free and clear from all mechanics and materialmen's and other liens for worker labor done, services performed, materials, or appliances used or furnished or to be used in or about the premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the demised premises.

Section 7. Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be

7-1-88

suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises, or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sub-tenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether the same kind as or of a different kind than the matters or things set forth above, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

Section 8. If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such defaults continue for a period of 60 days after written notice from Lessor setting forth the nature of Lessee's default, then, and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this lease and all rights of Lessee hereunder shall thereupon cease. Lessor shall, without further notice to Lessee, have the right to immediately enter the demised premises and take possession thereof with or without process of law and to remove all personal property of the premises and all persons occupying the premises.

Section 9. Lessee shall have the right, by notice to Lessor given at least 30 days prior to any anniversary date hereof, to terminate this lease and surrender its leasehold interest hereunder

7-1-88

ADDENDUM

IN LIEU of paying rent to Lessor, the Lessee agrees to provide Lessor with sewer hook-up and service at no fee.

IN ADDITION, Lessee further agrees to provide Lessor with water hook-up and service at no fee if and when such service becomes available, whether public or private.. Lesser further agrees if and when such service becomes available to pay for all materials and labor for such hook-up.

7-1-88

and shall deliver possession of the demised premises to Lessor.

Section 10. Time is of the essence of this lease and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this lease at Unity, Oregon, the day and year first above written.

UNITY COMMUNITY HALL RECREATION DISTRICT

BY: Lloyd A Jensen

CITY OF UNITY

BY: Bruce W. Larry Mayor

ATTEST:

Marilyn J. Shallenberger, City Recorder
City Recorder

7-1-88

Exhibit A

Caap 30 ft. due N and 150 ft. W of the SE cor of the NW ¼ of Sec. 16, T13s R 37E WM;
th due N 270 ft;
th due W 150 ft;
th due S 270 ft;
th due E 150 ft to the pob

7-1-88

L E A S E

THIS LEASE is made and executed on July 1, 1993, by and between THE UNITY COMMUNITY HALL AND RECREATION DISTRICT, a special district formed under the laws of the State of Oregon, herein referred to as Lessor, and the CITY OF UNITY, a municipal corporation of the State of Oregon, herein referred to as Lessee.

Section 1. Lessor leases to Lessee the real property in the City of Unity, County of Baker, State of Oregon, described in Exhibit A, which is attached hereto and made a part hereof by reference, to have and hold for a term of ninty-nine years commencing on July 5, 1983, subject, however, to Lessee's right to surrender this lease as provided in Section 9 hereof.

Section 2. Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid hereunder by Lessee) rent for the demised premises as follows:

a) First Rental Period: For the period ending five years from the date hereof, the sum of (SEE ADDENDUM) dollars per year.

b) Rental for Subsequent Portion of the Lease: For the next five years of the term of this lease and for each five year term thereafter throughout the term of this lease, there shall be paid a net annual rental to be negotiated by the parties prior to the commencement of said five year period. Such rent shall be paid in annual installments on or before July 15th of each year.

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c) In addition to the rent payable under this section, Lessee shall pay and discharge promptly as the same become due and before delinquency, and assessments whether general or special, of every kind which may be levied or assessed or become a lien on or against the demised premises or any part thereof, or any building or improvements on the demised premises, or any against the leasehold of Lessee during the term of this lease.

Section 3. Lessor covenants that Lessor is seized of the real property in fee simple and has full right to make this lease and Lessee shall have quiet and peaceful possession of the demised premises during the term hereof.

Section 4. The demised premises may be used by Lessee for any lawful purpose whatsoever.

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Section 6. Lessee shall keep the state of demised premises free and clear from all mechanics and materialmen's and other liens for worker labor done, services performed, materials, or appliances used or furnished or to be used in or about the premises for or in connection with any operations of Lessee, or any alteration, improvement, repairs, or additions which Lessee may make or permit or cause to be made, or any work or construction by, for, or permitted by Lessee on or about the demised premises.

Section 7. Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be

7-1-93

suffered or sustained by Lessee or by any person whosoever may at any time by using or occupying or visiting the demised premises, or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of Lessee or of any occupant, sub-tenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing whether the same kind as or of a different kind than the matters or things set forth above, and Lessee shall indemnify Lessor against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage.

Section 8. If Lessee shall fail or neglect to observe, keep, or perform any of the covenants, terms, or conditions herein contained on its part to be observed, kept, or performed, and such defaults continue for a period of 60 days after written notice from Lessor setting forth the nature of Lessee's default then, and in any such event, Lessor shall have the right at its option, on written notice to Lessee, forthwith to terminate this lease and all rights of Lessee hereunder shall thereupon cease. Lessor shall, without further notice to Lessee, have the right to immediately enter the demised premises and take possession thereof with or without process of law and to remove all personal property of the premises and all persons occupying the premises.

Section 9. Lessee shall have the right, by notice to Lessor given at least 30 days prior to any anniversary date hereof, to terminate this lease and surrender its leasehold interest hereunder

7-1-93

and shall deliver possession of the demised premises to Lessor.

Section 10. Time is of the essence of this lease and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have excuted this lease at Unity, Oregon, the day and year first above written.

UNITY COMMUNITY HALL AND RECREATION DISTRICT

BY: Connie L. Bradford Chairman

CITY OF UNITY

BY: Bruce W Levy Mayor

ATTEST:

Pat Schreve

City Recorder

7-1-83

ADDENDUM

IN LIEU of paying rent to Lessor, the Lessee agrees to provide Lessor with sewer hook-up and service at no fee.

IN ADDITION, Lessee further agrees to provide Lessor with water hook-up and service at no fee if and when such service becomes available, whether public or private. Lessor further agrees if and when such service becomes available to pay for all materials and labor for such hook-up.

7-1-93

EXHIBIT A

Caap 30 ft. due N and 150 ft. W of the SE cor of the NW ¼ of Sec. 16, T13S., R37E., WM;
th due N 270 ft;
th due W 150 ft;
th due S 270 ft;
th due E 150 ft to the pob.

7-1-93